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13

14 IN THE UNITED STATES DISTRICT COURT

15 CENTRAL DISTRICT OF CALIFORNIA

16 JERRY JAMGOTCHIAN, Individually and
17 on Behalf of all Others Similarly Situated,

18 Plaintiff,

19 v.

20 SCIENTIFIC GAMES CORPORATION, a
21 Delaware Corporation; SCIENTIFIC GAMES
22 RACING, LLC, a Delaware limited liability
company; SCIENTIFIC GAMES
23 INTERNATIONAL, a Delaware corporation;
and DOES 1 through 10,

24 Scientific Games.

25

26

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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

2008 AUG -5 PM 3:24

FILED

Case No. **CV 08-05121 ODW (Ex)**
COMPLAINT

CLASS ACTION

1. Breach of Contract
2. Unjust Enrichment
3. Negligent Misrepresentation
4. Fraud
5. Negligence

JURY TRIAL DEMANDED

1 Plaintiff Jerry Jamgotchian individually and on behalf of all others similarly
2 situated (hereinafter "Plaintiff"), hereby complains and alleges on information and belief as
3 follows:

4 **I.**

5 **INTRODUCTION**

6 1. This case arises out of the offering and accepting of legal racing wagers
7 placed through the use of a computerized "pari-mutuel" betting system developed and operated by
8 defendants Scientific Games Corporation; Scientific Games Racing, LLC; and Scientific Games
9 International (collectively, "Scientific Games" or "Defendants"), known as "Quick Picks" which
10 are represented by Scientific Games to provide randomly selected multi-horse race wagers

11 2. Scientific Games represents that its computerized pari-mutuel betting
12 system provides "high speed processing of wagers . . . over secure, high-speed communication
13 channels," and "includes the supply of transaction-processing software, wagering terminals,
14 central site computers and communication hardware, and on-going operational support and
15 maintenance services." Scientific Games operates its "central site computers" at two "special
16 purpose enterprise-level computing data centers," located in California and New Jersey. On
17 information and belief, Scientific Games' revenue from pari-mutuel wagering in the United States
18 comes from race tracks and other licensed operators located in California, New York, Connecticut,
19 New Jersey, Pennsylvania, Louisiana, Michigan, Maryland, Delaware, Ohio, Texas, Indiana, Iowa,
20 and Wisconsin (the "Class States"). Scientific Games also has an agreement with Connecticut to
21 operate substantially all off-track pari-mutuel wagering there.

22 3. Scientific Games receives a percentage of the total pari-mutuel bets placed
23 by consumers at tracks and facilities with which Scientific Games contracts in exchange for
24 providing and operating the computerized betting system.

25 4. The "Quick-Pick" service offered by Scientific Games is used by bettors
26 who wish to place randomized multi-entrant wagers such as the "Superfecta," in reliance on
27 Scientific Games' representation that its "Quick Pick" software will randomly select horses from
28 the entire field for the race in question. The named Plaintiff made numerous Quick-Pick wagers

1 using Scientific Games' computerized betting system over the period beginning prior to July,
2 2007, and continuing through at least June 2, 2008, at various race tracks in California.

3 5. On or about May 3, 2008, on information and belief, numerous class
4 members placed "Superfecta" bets on the Kentucky Derby race, using the Quick-Pick feature of
5 Scientific Games' computerized betting system at various race tracks throughout the United States.

6 6. There were twenty horses in the Kentucky Derby field. The winner of the
7 2008 Kentucky Derby, "Big Brown," was the number "20" horse. On information and belief,
8 although numerous class members purchased "Superfecta" tickets for the Kentucky Derby using
9 the allegedly random Quick-Pick service, *none* of the tickets had the number "20" horse listed. On
10 information and belief, a group of friends pooled their funds and together purchased 1300 Quick-
11 Pick tickets for the Kentucky Derby at the Bay Meadows Race Track in California. Not *one* of
12 those 1300 tickets included the number "20" horse, the eventual winner, "Big Brown."
13 Statistically, it is virtually impossible that the number "20" would not have appeared on at least
14 one of the 1300 tickets, if the horses and numbers had been selected randomly from the entire field
15 of horses in the race. Indeed, if the Quick-Pick software and related computer system had
16 operated as represented, the number 20 should have appeared on hundreds of the 1300 purportedly
17 randomized tickets.

18 7. In May 2008, after suspicions were raised by certain consumers about the
19 failure of the Quick-Pick software and Scientific Games computerized betting system in the
20 Kentucky Derby, California Horse Racing Officials made inquiry into the randomized wagering
21 system. According to Richard Smith of the California Horse Racing Board ("CHRB"), Scientific
22 Games admitted that there was a systematic failure of the randomized feature of its Quick-Pick
23 software program, and that Scientific Games had known about the programming error since at
24 least as early as October 30, 2007. On information and belief, Scientific Games first admitted that
25 it had long known of the Quick-Pick software failure in May 2008 in a letter it delivered to the
26 CHRB.

27 8. On information and belief, the program failures were not limited to Quick-
28 Pick wagers placed on the Kentucky Derby. On information and belief, the Quick-Pick software

1 program regularly excluded from selection the last numbered horse in any given race for Quick-
2 Pick bets placed using Scientific Games' system and "BetJet" terminals throughout the United
3 States, and this defect persisted for an undetermined period commencing at least as early as
4 October 2007 and continuing until at least May 2008. Not only did Plaintiffs not receive the
5 randomized bet Scientific Games represented its Quick-Pick service and system would provide,
6 Tom Hodgkins, a Scientific Games Vice President, has admitted that, if the high-numbered entrant
7 was amongst the winners (as was the case in the 2008 Kentucky Derby), a purchaser of a Quick
8 Pick wager stood no chance of winning.

9. Despite knowing of the material and systemic failings of its Quick-Pick
10 system since at least October 2007, Scientific Games elected not to notify race tracks and
11 consumers that the Quick-Pick software was not performing as represented, or that by placing a
12 bet through its system, these consumers were not receiving what Scientific Games had promised to
13 provide, i.e., a fully and fairly randomized bet. Instead of notifying Plaintiffs and others that
14 Quick-Pick was not performing as represented, or ceasing operation of the system and related
15 betting until the system-wide failure was fixed, Scientific Games continued to accept bets and
16 money, and kept Plaintiffs, race tracks and government officials in the dark about this system-wide
17 failure. On information and belief, Scientific Games only ceased operation of the Quick-Pick
18 system on or about June 2, 2008, after the problem had come to light by the efforts of Plaintiff and
19 the CHRB, which ordered Scientific Games to immediately stop accepting Quick-Pick bets at all
20 California state wagering facilities and race tracks.

21. On approximately July 10, 2008, the CHRB announced that it had reached
22 an agreement with Scientific Games pursuant to which Scientific Games would, among other
23 things, make a voluntary payment of \$150,000 to charities benefiting horse-racing related
24 causes, and pay refunds to people who placed Quick-Pick bets at BetJet terminals in California
25 between July 1, 2007, and June 2, 2008, if the individual could establish that he or she placed the
26 bet by means of "legitimate proof, including but not limited to a ticket stub." The CHRB also
27 agreed immediately to renew Scientific Games' license for one year. On information and belief,
28 the agreement did not require notice of any kind to damaged California residents; provided no

1 relief to individuals who did not place their Quick-Pick bets in California; provided no relief to
2 California betters who do not have their ticket stubs from Quick-Pick bets they placed or other
3 “legitimate proof;” did not include any penalty for Scientific Games’ decision to continue to offer
4 the Quick-Pick service even after Scientific Games was aware of the systemic failure involved;
5 and allowed Scientific Games to retain all monies it received during the period the system failed to
6 provide randomized Quick-Pick wagers on the entire field as represented.

7 **II.**

8 **PARTIES**

9 11. Plaintiff Jerry Jamgotchian (“Plaintiff” or “Jamgotchian”) is an individual
10 who at all times herein relevant hereto resided, and continues to reside in the State of California,
11 County of Los Angeles. Plaintiff has placed numerous purportedly randomized Quick-Pick
12 wagers on races during the class period at BetJet terminals using Scientific Games computerized
13 system. On information and belief, none of those supposedly randomized wagers included the
14 highest numbered horse in the race in question.

15 12. Defendant Scientific Games Corporation is a Delaware corporation,
16 authorized to do business and doing business in the State of California and County of Los Angeles
17 in particular. Scientific Games’ listed headquarters and principal place of business is New York,
18 New York.

19 13. Defendant Scientific Games Racing, LLC is a Delaware limited liability
20 company and a subsidiary of Scientific Games Corporation, with its principal place of business in
21 Georgia, and is authorized to do business and doing business in the State of California and County
22 of Los Angeles in particular.

23 14. Defendant Scientific Games International, Inc. is a Delaware corporation,
24 and a subsidiary of Scientific Games Corporation, with its principal place of business in Georgia,
25 and is authorized to do business and doing business in the State of California and County of Los
26 Angeles in particular.

27 15. According to its 2007 Annual Report, Scientific Games is “[A] leading
28 worldwide provider of high volume, real-time transaction processing pari-mutuel wagering

systems to licensed pari-mutuel operators.” According to Scientific Games, “In pari-mutuel wagering, individuals bet against each other on horse races . . . and other events. Pari-mutuel wagering patrons place specific types of wagers (e.g., on a specified horse to win) and a patron’s winnings are determined by dividing the total amount wagered, less a set commission, among the winners.”

6 16. According to its annual reports, Scientific Games has contracts to provide
7 its pari-mutuel systems and services to consumers in the following states: California, New York,
8 Connecticut, New Jersey, Pennsylvania, Louisiana, Michigan, Maryland, Delaware, Ohio, Texas,
9 Indiana, Iowa, and Wisconsin (the "Class States"). Scientific Games also has an agreement with
10 Connecticut to operate substantially all off-track pari-mutuel wagering there.

11 17. On information and belief, at all relevant times, each of the defendants was
12 the agent, servant, and representative of the other defendants, and in doing the things alleged
13 herein, was acting within the course and scope of that relationship and with the knowledge and
14 authorization of the other defendants. The defendants and each of them further conspired together
15 and aided and abetted in carrying out the conduct alleged herein, including the continued offering
16 of Quick-Pick betting through the BetJet terminals and related computer system even after
17 Scientific Games became aware the system failed to perform as represented.

18 18. The true names and capacities of defendants sued herein as Does 1 through
19 10 are presently unknown to Plaintiff. Plaintiff will amend this complaint to allege these
20 defendants' true names and capacities when they are discovered.

III.

JURISDICTION AND VENUE

23 19. This Court has jurisdiction over this action pursuant to the Class Action
24 Fairness Act, 28 U.S.C. § 1332(d). Plaintiff is informed and believe that he and the class are
25 entitled to recover an amount greater than five-million dollars (\$5,000,000). Because the action
26 seeks in excess of \$5,000,000 in requested relief, is a class action, and there is at least one
27 defendant that is a citizen of a different state than the Plaintiff, federal jurisdiction is conferred
28 pursuant to 28 U.S.C. § 1332(d)(2).

1 20. Venue in this District is appropriate because Jamgotchian is a California
2 resident and a substantial part of the events that gave rise to the claims asserted occurred in this
3 District. Furthermore, Scientific Games at all times herein relevant conducted and continues to
4 conduct business in numerous counties in the State of California, and has minimum contacts with
5 California, and the Central District of California, by advertising and conducting transactions
6 therein, sufficient to subject it to jurisdiction in California, and the Central District of California, if
7 that District were viewed as a separate state pursuant to 28 U.S.C. § 1331(c). Venue in this
8 District is proper pursuant to 1331(a) and (c).

9 **IV.**

10 **CLASS ALLEGATIONS**

11 21. Plaintiff re-alleges and incorporates by reference each and every allegation
12 contained in paragraphs 1 through 18 above, as if set forth at this point.

13 22. Plaintiff brings this Complaint as a class action pursuant to Rule 23(b) of
14 the Federal Rules of Civil Procedure on behalf of all persons who purchased one or more
15 purportedly randomized wagers through use of the Quick-Pick feature of Scientific Games'
16 computerized wagering system in one of the Class States, during the period from July 1, 2007 until
17 June 2, 2008 (the "Class Period").

18 23. During the Class Period, plaintiff and class members placed purportedly
19 randomized "Superfecta" wagers using the Quick-Pick service from BetJet and other terminals
20 operated by Scientific Games. None of the Quick-Pick tickets generated by Scientific Games'
21 computerized pari-mutuel wagering system during the Class Period included the highest numbered
22 horse in the race. As in the 2008 Kentucky Derby, the failure to include the highest numbered
23 horse on any ticket was not a result of a fair randomization of the bets, but was caused by the
24 failure of the Quick-Pick software to include the highest numbered horse in the pool of horses
25 from which horses or numbers were selected.

26 24. In deciding to purchase the wager tickets, Plaintiff and other class members
27 reasonably relied on Scientific Games' representations that its Quick-Pick software and service
28 randomized the selection of the betting options and would necessarily include as part of the

1 process, all of the horses in the race, not just most of them. Eliminating the highest numbered
2 horse from multi-horse possible ticket combinations in the Kentucky Derby and other races during
3 the class period meant that Scientific Games was selling Quick-Pick tickets which did not conform
4 to Scientific Games' representations and Plaintiff's reasonable expectations.

5 25. The members of the class are so numerous that separate joinder of each
6 member is impractical. It is estimated that the number of class members exceeds 1,000. The
7 disposition of their claims in a class action will provide substantial benefits to the parties and the
8 Court. Furthermore, the prosecution of separate actions by individual members of the class would
9 create a risk of inconsistent or varying adjudications and would necessarily be dispositive of
10 claims owned by non-party class members. The proposed class herein shall be defined as:

11 All persons, excluding Scientific Games and any of its executives or employees, who
12 bought "Quick-Pick" wagering tickets through Scientific Games' computerized pari-
mutuel wagering system during the Class Period in one of the Class States.

13 26. The claims of the representative Plaintiff raise questions of law and fact
14 that are common to questions of law and fact raised by the claims of each member of the class.

15 27. The claims of the representative Plaintiff are typical of the claims of each
16 member of the class.

17 28. The questions of law or fact common to the claims of the representative
18 Plaintiff and the claims of each member of the class predominate over any questions of law or fact
19 affecting individual members of the class. Class representation is superior to other available
20 methods for the fair and efficient adjudication of this controversy.

21 29. Questions of law and/or fact that are common to the claims include but are
22 not limited to:

23 (a) Whether Scientific Games' Quick-Pick software and system omitted from
24 its computerized random selection process the number of one or more entrants when issuing wager
25 tickets.

26 (b) Whether Scientific Games knew or should have known the Quick-Pick
27 software and service failed to include all entrants as options in its alleged randomized pick
28 process.

- (c) Whether Plaintiff and the Class have been damaged.
- (d) Whether Scientific Games has been unjustly enriched by failing to deliver, as it promised, a randomized wager.

30. Plaintiff's claims are typical of the claims of the class in that the claims of all members of the class result from Scientific Games' unlawful practice of failing to randomize wager tickets sold to consumers who placed bets using the Quick-Pick service. There is no conflict between the representative Plaintiff and other members of the class with respect to this action, or with respect to the claims for relief herein set forth.

31. The Class includes residents of the Class States, of which a large percentage are geographically located in the State of California.

32. The named Plaintiff is the representative party for the class and is able to and will fairly and adequately protect the interests of the class.

COUNT I

Breach Of Contract

33. The preceding allegations of paragraphs 1-32 are re-alleged and incorporated by reference as if fully set forth herein.

34. Count I is brought on behalf of all persons and entities throughout the United States who purchased Quick-Pick tickets through use of Scientific Games' computerized pari-mutuel betting system during the Class Period in one of the Class States.

35. Plaintiff and the members of the Class entered into agreements with Scientific Games whereby Scientific Games offered and represented that it would provide a randomized selection of all runners among a field of competing entrants (including all entrants in the field), and Plaintiff and the Class agreed to purchase a purportedly randomly selected ticket.

36. Scientific Games charged, and Plaintiff and the members of the Class paid for allegedly randomized race order wager tickets.

37. Plaintiff and the members of the Class performed all of their obligations under the contracts with Scientific Games.

38. Scientific Games breached its contracts with Plaintiff and the members of

1 the Class by failing to deliver randomized race order wager tickets as promised.

2 39. Plaintiff and the members of the Class have been proximately damaged by
3 Scientific Games' breaches. Plaintiff and the members of the Class seek as an alternative remedy
4 rescission of their contracts, and a refund of the amounts they paid for the purportedly randomized
5 wager tickets.

6 **COUNT II**

7 **Unjust Enrichment**

8 40. Plaintiff incorporates by reference and re-alleges paragraphs 1-32 of this
9 Complaint as if fully set forth herein.

10 41. Scientific Games caused Plaintiff and the other members of the Class to
11 place race wagers using the Quick-Pick software and system which Scientific Games knew, or
12 should have known, did not produce randomized selections from the entire field of runners in races
13 as represented. By receiving and retaining the payments alleged herein, knowing or having reason
14 to know that the Quick-Pick software and system was not operating as represented, Scientific
15 Games has unjustly profited from its breaches of contract and misrepresentations to Plaintiff and
16 the other members of the Class. Thus, a benefit was conferred upon Scientific Games by Plaintiff
17 and the other members of the Class.

18 42. By receiving and retaining the payments alleged herein, Scientific Games
19 has unjustly profited from the sale of purportedly fairly randomized pari-mutuel wager tickets.

20 **COUNT III**

21 **Negligent Misrepresentation**

22 43. Plaintiff incorporates by reference and re-alleges paragraphs 1-32 of this
23 Complaint as if fully set forth herein

24 44. At all times herein mentioned, Scientific Games was engaged in
25 distributing for sale Quick-Pick randomized race tickets to the public.

26 45. Throughout the Class Period, Scientific Games represented to the public,
27 including Plaintiff, by means of advertisements, that consumers could place wagers on purportedly
28 randomly selected entrants (selected from the entire field of entrants) using Quick-Pick software

1 and Scientific Games' computerized pari-mutuel betting system.

2 46. Scientific Games' representations were untrue in that the Quick-Pick
3 software and related computer system suffered from a critical design defect in that it was
4 programmed in such a way as to eliminate from the randomized selection process one or more of
5 the entrants in a race.

6 47. Scientific Games made the representations herein alleged with the intention
7 of inducing the public to purchase Quick-Pick tickets.

8 48. At the time Scientific Games made the misrepresentations herein alleged,
9 Scientific Games had no reasonable grounds for believing the representations to be true.

10 49. As a proximate result of Scientific Games' negligent misrepresentations,
11 Plaintiff was induced to purchase Quick-Pick tickets that did not conform to Scientific Games'
12 representations, and was damaged thereby.

13 **COUNT IV**

14 **Fraud**

15 50. Plaintiff incorporates by reference and re-alleges paragraphs 1-32 of this
16 Complaint as if fully set forth herein

17 51. Throughout the Class Period, Scientific Games represented to the public,
18 including Plaintiff, by means of advertisements, that consumers could place wagers on purportedly
19 randomly selected entrants (selected from the entire field of entrants) using Quick-Pick software
20 and Scientific Games' computerized pari-mutuel betting system.

21 52. The representations made by Scientific Games were in fact false. The true
22 facts were that the Quick-Pick software and related computer system suffered from a critical
23 system design defect in that it was programmed in such a way as to eliminate from the randomized
24 selection process one or more of the entrants in a race.

25 53. Plaintiff is informed and believes and based thereon alleges that when
26 Scientific Games made these representations, it knew them to be false and made these
27 representations with the intention to deceive the public to induce members of the class to act in
28 reliance on these representations in the manner hereafter alleged, or with the expectation that they

1 would so act.

2 54. Plaintiff, at the time these representations were made by Scientific Games
3 and at the time Plaintiff took the actions alleged in this complaint, was ignorant of the falsity of
4 Scientific Games' representations and believed them to be true. In reliance on these
5 representations, Plaintiff was induced to and did purchase Quick-Pick tickets. Had Plaintiff
6 known the actual facts, he would not have purchased the Quick-Pick tickets. Plaintiff's reliance
7 on Scientific Games' false representations was justified.

8 55. As a proximate result of the fraudulent conduct of Scientific Games as
9 alleged in this complaint, Plaintiff was induced to spend money on defective Quick-Pick tickets
10 and was damaged thereby.

11 56. The plaintiff is informed and believes, and based thereon, alleges the
12 conduct of Scientific Games was an intentional misrepresentation, deceit, or concealment of a
13 material fact known to Scientific Games with the intention of depriving Plaintiff of property, and
14 was despicable conduct that subjected Plaintiff to unjust hardship in conscious disregard of
15 Plaintiff's rights, so as to justify an award of exemplary and punitive damages.

16 **COUNT V**

17 **Negligence**

18 57. Plaintiff incorporates by reference and re-alleges paragraphs 1-32 of this
19 Complaint as if fully set forth herein

20 58. Scientific Games owed a duty of care to Plaintiff and the Class to take
21 reasonable steps to ensure that the Quick-Pick software and related computer system fairly
22 randomized multi-entrant wagers, and to make accurate representations concerning how the
23 Quick-Pick system functioned, which Scientific Games breached, damaging Plaintiff and the class
24 thereby.

25 **PRAYER FOR RELIEF**

26 **WHEREFORE**, Plaintiff prays for relief and judgment, against the Defendants,
27 and each of them, as follows:

28 A. Determining that this action is a proper class action and certifying Plaintiff

1 as the Class representatives and Plaintiffs' counsel as Class Counsel;

2 B. For compensatory and other damages sustained by Plaintiffs and all Class
3 members, and other relief including rescission, as a result of Scientific Games' wrongdoing, in an
4 amount to be proven at trial, including interest thereon;

5 C. For return, forfeiture and/or disgorgement of all sums in which Scientific
6 Games was unjustly enriched;

7 D. For an accounting of all Quick-Pick wagers placed during the Class Period,
8 and all sums received by Scientific Games pursuant to contracts to provide computerized pari-
9 mutuel wagering services in the Class States for providing such services during the Class Period;

10 E. For injunctive, provisional and ancillary relief, including imposition of a
11 constructive trust for the amount of payments received by Scientific Games from the Class;

12 F. Awarding Plaintiff and the other members of the Class their reasonable
13 costs and expenses incurred in this action, including attorneys' fees and expert fees; and

14 G. Such other and further relief as the Court may deem just and proper.

15 **JURY TRIAL DEMANDED**

16 Plaintiff hereby demands a trial by jury.

17 Dated: August 5, 2008

GOODIN, MACBRIDE, SQUERI,
DAY & LAMPREY, LLP
Robert A. Goodin
Wayne T. Lamprey
Francine T. Radford

20 By

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Otis D. Wright II and the assigned discovery Magistrate Judge is Charles Eick.

The case number on all documents filed with the Court should read as follows:

CV08- 5121 ODW (Ex)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JERRY JAMGOTCHIAN, Individually and on Behalf of
all Others Similarly Situated,

CASE NUMBER

CV 08-05121 ODW (E)

PLAINTIFF(S)

v.

SCIENTIFIC GAMES CORPORATION, a Delaware Corporation; SCIENTIFIC
GAMES RACING, LLC, a Delaware limited liability company; SCIENTIFIC
GAMES INTERNATIONAL, a Delaware Corporation; and
DOES 1 through 10,

DEFENDANT(S).

SUMMONS

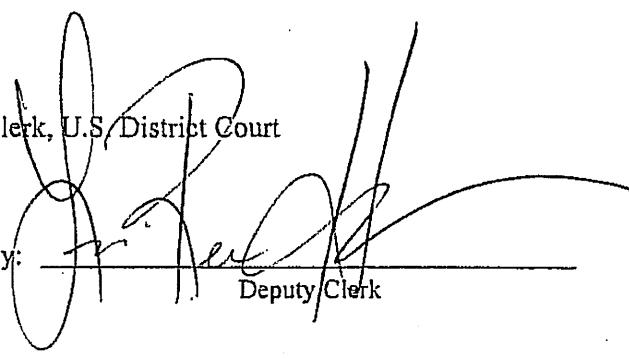
TO: DEFENDANT(S): Scientific Games Corporation; Scientific Games Racing, LLC;
Scientific Games International

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Goodin, MacBride, Squeri, Day & Lamprey, LLP, whose address is 505 Sansome Street, Suite 900, San Francisco, California 94111. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Dated: AUG - 5 2008

Clerk, U.S. District Court

By: 

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3).]

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) JERRY JAMGOTCHIAN, Individually and on Behalf of all Others Similarly Situated		DEFENDANTS SCIENTIFIC GAMES CORPORATION, a Delaware Corporation; SCIENTIFIC GAMES RACING, LLC, a Delaware limited liability company; SCIENTIFIC GAMES INTERNATIONAL, a Delaware corporation; and DOES 1 through 10			
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) GOODIN, MACBRIDE, SQUERI, DAY & LAMPREY, LLP, 505 Sansome Street, Suite 900, San Francisco, CA 94111 Telephone: (415) 392-7900		Attorneys (If Known) Robert A. Goodin, State Bar No. 061302 Wayne T. Lamprey, State Bar No. 095408 Francine T. Radford, State Bar No. 168269			
II. BASIS OF JURISDICTION (Place an X in one box only.)		III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.)			
<input type="checkbox"/> 1 U.S. Government Plaintiff	<input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)	<input checked="" type="checkbox"/> 1 Citizen of This State	<input checked="" type="checkbox"/> PTF <input type="checkbox"/> DEF Incorporated or Principal Place of Business in This State <input type="checkbox"/> 4 <input type="checkbox"/> 4		
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<input type="checkbox"/> 2 Citizen of Another State	<input type="checkbox"/> 2 <input checked="" type="checkbox"/> 2 Incorporation and Principal Place of Business in Another State <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5		
		<input type="checkbox"/> 3 Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input checked="" type="checkbox"/> 3 Foreign Nation <input type="checkbox"/> 6 <input type="checkbox"/> 6		
IV. ORIGIN (Place an X in one box only.)					
<input checked="" type="checkbox"/> 1 Original <input type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify): <input type="checkbox"/> 6 Multi-District Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge					
V. REQUESTED IN COMPLAINT: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check 'Yes' only if demanded in complaint.)					
CLASS ACTION under F.R.C.P. 23: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MONEY DEMANDED IN COMPLAINT: \$ Over \$5,000,000					
VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) 28 U.S.C. § 1332(d)(2)					
VII. NATURE OF SUIT (Place an X in one box only.)					
<input type="checkbox"/> OTHER STATUTES	<input type="checkbox"/> CONTRACT	<input type="checkbox"/> TORTS	<input type="checkbox"/> TORTS	<input type="checkbox"/> PRISONER PETITIONS	<input type="checkbox"/> LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 520 General	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> FORFEITURE	<input type="checkbox"/> PROPERTY RIGHTS
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 850 Securities/Commodities/ Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> SOCIAL SECURITY
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities - Employment	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 861 HIA (1395f)
<input type="checkbox"/> 891 Agricultural Act	<input type="checkbox"/> REAL PROPERTY	<input type="checkbox"/> 370 Immunity	<input type="checkbox"/> 447 American with Disabilities - Other	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 862 Black Lung (933)
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 448 Other Civil Rights	<input type="checkbox"/> 660 Occupational Safety /Health	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 463 Hobbes Corpus-Alien Detainee	<input type="checkbox"/> 449 Other	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> FEDERAL TAX SUITS		
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)			<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609			
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 290 All Other Real Property				

FOR OFFICE USE ONLY: Case Number:

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

CV 08-05121

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(ii). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes
If yes, list case number(s): CV08-04311 GHK

Civil cases are deemed related if a previously filed case and the present case:

A. Arise from the same or closely related transactions, happenings, or events; or

B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District: [*]	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to Item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Scientific Games Corporation -- DE and NY Scientific Games Racing, LLC -- DE and GA Scientific Games International -- DE and GA

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose. Note: In land condemnation cases, use the location of the tract of land involved.

County in this District: [*]	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): Date August 5, 2008

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))